

RECEIVED

IN THE DISTRICT COURT OF THE UNITED
STATES FOR THE MIDDLE DISTRICT OF ALABAMA,
EASTERN DIVISION.

ALONZO AUSTIN)

Plaintiff,)

v.)

GLOBAL CONNECTION,)

Defendant.)

COMPLAINT

Plaintiff ALONZO AUSTIN, alleges that
this Cause of Action arises under 28 U.S.C.A.
§ 1331 Subject Matter Jurisdiction, Suit for
Damages against Common Carriers.

The General Federal Question Statute
and addition the Federal Court have
Jurisdiction under 28 U.S.C.A. § 1337
The Statute Conferring Jurisdiction on
the Federal District Courts over actions
arising under a Statute regulating Commerce
& Federal Communication Act. (FCA) "1934"
as amended, 47 U.S.C.A § 207.

COMPLAINT, Continued

1. Plaintiff is, and at all times mentioned in this complaint was, a resident of ALABAMA, City of Tuskegee, and County of Macon. and a Subscriber of Telephone Service furnished by defendant, under telephone Number (334) 727-5476 at 1321 River-Carlis Rd. Tuskegee, ALABAMA. 36083
2. Defendant, Global Connection, is Now, and at all Times mentioned in this Complaint was a Corporation, incorporated, organized and existing under the Laws of Georgia with its principal office and place of business located at 3957 Pleasantdale Road Atlanta, Georgia. and is duly Authorized to engage and is engaged, in the business of Operating a Telephone Communication System in ALABAMA including Tuskegee.
3. ON or about November 11, 2005 Plaintiff entered ^{into} an agreement with defendant to provide phone Service orally with an inducement of 100 Free Long Distance minutes provided Plaintiff would agree to allow Defendant to draft Credit Card For Monthly Charges Due on 7th of Same.

COMPLAINT, continued

(4) That Defendant failure to provide the 100 Free minutes of Long Distance calls as promised caused the Plaintiff to seek the services of another provider.

5. That on January 6, 2006, the Plaintiff and defendant's agreement terminated as a result of Plaintiff's, New Agreement with Carrier FREEDOM Communications U.S.A. in DICKSON TENNESSEE, on January 6, 2006

6. That Plaintiff, notified via telephone the Defendant, of New Contract, on January 6, 2006, between Plaintiff and FREEDOM Communications U.S.A., of DICKSON, TENNESSEE and demanded of defendant to refrain from drafting Credit Card Account on due date of "January 7, 2006"

7. That defendant ignored Plaintiff demand and Notice of termination and instead drafted Credit Card Account. See: Attached Credit Card Statement, Exhibit "A" Reference Number 4977, transaction date 01/06.

8. That FREEDOM Communications U.S.A. Plaintiff's, New carrier charged the Account as well, Reference Number 0108, transaction 01/06.

9. That Plaintiff's Account was to be drafted by the defendant on the Due date which was the 7th of each Month.

10. That defendant mailed a Check to Plaintiff dated 1/12/06

Count I

Pursuant to 9(b) Fed. Rule Civ. P. Plaintiff hereby incorporate by reference ALL OF the Allegations Contained in Paragraphs 1 through 4 hereinabove Set out.

The defendant's intentional deception resulted in my injury as it was a False and material representation which Plaintiff relied upon causing Actual Damages of \$119.98

Count II

Plaintiff hereby incorporate by reference all of the allegations contained in Paragraph 1 through 9 hereinabove Set out.

The defendant's Drafting of Plaintiff's Account after termination notice by Plaintiff was intentional with knowledge and malice constituting "Fraud in Fact" facts of which was concealed until Credit Card Statement Revealed it later. Causing again Actual Damages of \$16.99

With a demand of Punitive damage of \$10,000.00 "For Fraud in Fact" and Federal Wire Fraud...

COUNT III

Plaintiff's hereby incorporate by reference all of the allegations contained in paragraphs 1 through 10 hereinabove set out.

Defendant's mailing of a check to plaintiff dated ~~1/12~~ 1/12/06 with no accountability constitutes mail fraud and "fraud in fact" as reasons for check remains concealed and given the fact that defendant's check is out side of our agreement on November 11, 2005. Check remains uncashed amounting to \$21.99 which is far far less than owed. because of Defendant's action herein punitive damages of \$20,000⁰⁰ is demanded.

WHEREFORE, Plaintiff ALONZO Austin demand damages against Defendant GLOBAL Connection, as follows

- (a) as to Count I, actual Damages of \$119.98
- (b) as to Count II, actual Damages of \$46.99
- ~~AND~~ Punitive Damages of \$10,000⁰⁰
- (C) as to Count III Punitive Damages of \$20,000⁰⁰ including cost.

COMPLAINT, Continued

Respectfully Submitted

This 12th day of January 2007.

Alonzo Austin, pro se

Alonzo Austin
BY: Alonzo Austin

Alonzo Austin, pro se
1321 Oliver-Carlis Rd.

Tulsa, Ok. 74103

Ph.# (384) 727-5476

Account Number

Credit Line

5490 9916 1669 9100

\$31,700.00

\$31,700.00

30

02/06/06

\$0.00

03/02/06

Posting Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
PAYMENTS AND CREDITS							
01/18		4267	MC		PAYMENT - ELECTRONIC		1,750.00 CR
PURCHASES AND ADJUSTMENTS							
01/09	01/06	4977	MC	C	GLOBAL CONNECTION INC/ ATLANTA	46.99	
01/09	01/06	0108	MC	C	FREEDOM COMMUNICATIONS 615-2292133 TN	70.38	
01/10	01/09	2289	MC	C	WAL-MART #0356 SE2 AUBURN AL	47.24	
01/10	01/09	2769	MC	C	AMP ACORN MEDIA PUBLIN 888-870-8047 MD	52.95	
TOTAL FOR BILLING CYCLE FROM 01/08/2006 THROUGH 02/06/2006						\$217.56	\$1,750.00 CR

IMPORTANT NEWS

ENJOY THE CONVENIENCE AND FLEXIBILITY THE ENCLOSED CHECKS OFFER.

LOOKING TO SAVE ON YOUR AUTO LOAN? WHETHER IT'S A NEW LOAN OR REFINANCING AN EXISTING ONE, VISIT WWW.MBNA.COM/LOANS TO SEE HOW YOU COULD SAVE!

NEED THE PERFECT GIFT FOR YOUR VALUED EMPLOYEES, RESPECTED COLLEAGUES, OR CLOSE FRIENDS? FIND GIFT CARDS FOR EVERY OCCASION AT WWW.MBNAGIFTCARD.COM.

SUMMARY OF TRANSACTIONS

CREDIT BALANCE PLEASE DO NOT PAY

FINANCE CHARGE SCHEDULE

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge	FINANCE CHARGES	Past Due Amount	Current Payment	Total Minimum Payment
Cash Advances							
A. BALANCE TRANSFERS, CHECKS	0.024630% DLY *	8.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B. ATM, BANK	0.069150% DLY *	25.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. PURCHASES	0.069150% DLY *	25.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FOR THIS BILLING PERIOD:

ANNUAL PERCENTAGE RATE.....SEE ABOVE

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

6257 517 Y 6YK 0909 1300 00

5490 9916 1669 9100

PAGE 1 OF 1

USE011

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-785-6855.

For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.

Mail payments to: MBNA AMERICA, P.O. BOX 15287, WILMINGTON, DE 19886-5287.

Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

6257 517 Y 6YK 0909 1300 00

5490 9916 1669 9100

PAGE 1 OF 1

USE011

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-785-6855.

For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.

Mail payments to: MBNA AMERICA, P.O. BOX 15287, WILMINGTON, DE 19886-5287.

Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

6257 517 Y 6YK 0909 1300 00

5490 9916 1669 9100

PAGE 1 OF 1

USE011

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-785-6855.

For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.

Mail payments to: MBNA AMERICA, P.O. BOX 15287, WILMINGTON, DE 19886-5287.

Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.